

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA A. CUNNINGHAM, SENIOR BUYER
CARMEN JONES, MAML, PURCHASING AGENT**

**MARCH 4, 2022
ITB: 22-54**

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	22-54 (A complete copy can be downloaded at www.birminghamal.gov)
SEPARATE SEALED BIDS FOR:	CRGP HOUSING REHABILITATION - ROOF ONLY
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	Melinda Cunningham, Senior Buyer Purchasing Division 710 North 20 th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

BID DUE DATE:	BID OPENING DATE:
MARCH 21, 2022 BY 5:00 PM (CENTRAL STANDARD TIME)	MARCH 22, 2022 AT 10:00 AM (CENTRAL STANDARD TIME) VIRTUALLY VIA WEBEX

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Work, then click Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
710 North 20th Street
P-100 City Hall
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to Melinda Cunningham at melinda.cunningham@birminghamal.gov.

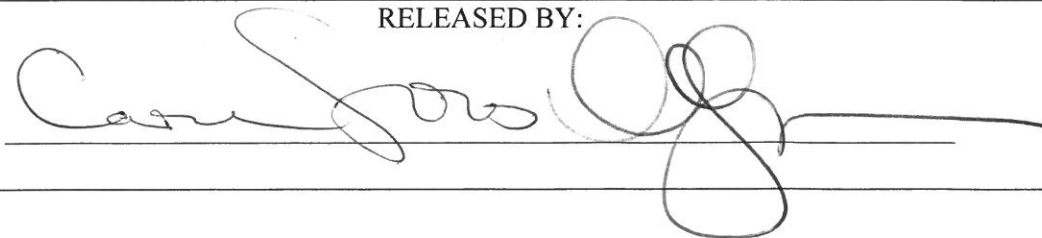
Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the “Bid Opening Due Date” may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

RELEASED BY:



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INVITATION TO BID

Sealed bids marked "**CRGP HOUSING REHABILITATION - ROOF ONLY**" will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **MARCH 21, 2022**.
Bids submitted after these dates and times will not be considered. Bids will be publicly opened at 10:00 AM on **MARCH 22, 2022**.

In an effort to decrease the spread of COVID-19, bid opening will be held virtually via WebEx on **MARCH 22, 2022** at **10:00 AM**. Login information can be found on the City's website at www.birminghamal.gov (go to link titled **Work**, then click **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/bid responses, which are received later than the date and time, indicated above. Late bids/bids will be retained in the bid/bid file, unopened.

TELEGRAPHIC/ELECTRONIC RESPONSES

Proposal responses sent via electronic devices (i.e. facsimile machines and email) are not acceptable and will be rejected upon receipt.

TERM OF CONTRACT

Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal, contingent upon Council approval.

ADDENDA

Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

It is required for any contract exceeding \$10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond in the amount of \$1,000.00 payable to the City of Birmingham. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.


The City follows a policy of nondiscrimination. No contractor with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Vendor to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

All bids are to be submitted on the bid form provided delivered F.O. B. City of Birmingham, Birmingham, AL 35203.

Bids must be submitted in a sealed envelope marked **ITB# 22-54 "CRGP HOUSING REHABILITATION - ROOF ONLY", 5:00 PM, MARCH 21, 2022**. Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

PUBLISHED IN BIRMINGHAM NEWS 03/11/2022


Carmen Jones, Purchasing Agent

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INVITATION TO BID *Continued*

GENERAL

The City of Birmingham is seeking bids for the rehabilitation of houses roofs only under the critical repair grant program (CRGP) funded by the Federal Government. Each project (address) is funded in an amount not to exceed \$15,000.00 total. Work write-ups have been structured based on reasonable estimates to ensure the allowable grant amount is not exceeded. **NO AWARD WILL BE MADE FOR AN AMOUNT GREATER THAN \$15,000.00/PROJECT (address).** Award will be made to the lowest, responsive, responsible bidder for each individual project (address) by group.

By definition the repairs are critical to maintain the safety and stability of the structures. Bidders may bid on one or all projects (addresses); however bidder must be able to complete all work awarded to him/her in no more than 45 calendar days (all time is to be considered calendar days unless otherwise stated) from receipt of purchase order(s) or 49 calendar days from date purchase order was printed, whichever is the longer period of time. Each bidder shall state on the bid form the number of days he will require to complete the rehabilitation of each specific house bid. Based on this information, the City will not award any one contractor more houses than can be completed within a cumulative total of 45 calendar days. The remaining houses will be awarded to the next low bidder (s) in the same manner as the given example. Failure to comply with the completion time as stated will result in assessment of late charges at a rate of \$50.00 for each calendar day (for a maximum of 10 calendar days) over the stated completion time. Late charges will be deducted from vendor's (bidder's) invoice.

CONTACT

Any questions concerning these specifications should be addressed to Melinda A. Cunningham, Purchasing Division, 205-254-2878 or by email, melinda.cunningham@birminghamal.gov between the hours of 8:00 AM and 4:00 PM, Monday through Friday.

W-9 FORM

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

LICENSE

For any project award valued at an amount equal to or greater than \$10,000.00, the contractor (bidder) must be licensed as a home builder by the Home Builders Association or have a General Contractor's license with the license number being lower than 18908. License number must appear on the bid form provided and copy of the current license must be submitted with your bid.

BUSINESS LICENSE

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. Each bidder may submit a copy of his/her license along with his/her bid. However, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt of notice of intent to award. Failure to submit the requested information will result in the notice of intent to award being revoked.

CORRECTIONS/AUTHORIZED SIGNATURE

Bids having any erasures or corrections must be initialed in ink. Bid must be signed in ink by an official authorized representative.

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INVITATION TO BID *Continued*

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK

A certified check, cashier's check or acceptable bid bond, in the name of the bidder and made payable to the City of Birmingham in the amount of \$1,000.00 must accompany your bid. Bid bond checks will be returned to all unsuccessful bidders after formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

TIME EXTENSIONS

Time extensions will not be given except in extreme situations (i.e. significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the vendor feels he/she has an extreme situation, the vendor must contact the Purchasing Division when the extreme situation occurs, or as soon as possible after the extreme situation occurs if during non-City work hours and prior to the scheduled completion date and provide a justification for the requested extension. If necessary, the Purchasing Division shall contact Community Development Department. Assuming the delay is justified as an extreme situation, then a revised completion date will be determined by a signed modification to the Purchase Order(s). Unless an extension has been granted in writing by the Purchasing Division, the work is to be completed by the original due date.

NON-RESPONSIVE BIDDER

Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months. Contractors/Subcontractors on the U.S. Department of Housing and Urban Development's List of Debarred Contractors will not be considered eligible for consideration of award for any contract.

TERMINATION OF CONTRACT

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Any violation of this agreement shall constitute a breach and default of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City.

CANCELLATION

The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Failure to deliver as specified and in accordance with the bid submitted will constitute sufficient grounds for cancellation.

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INVITATION TO BID *Continued*

INSURANCE

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with a maximum of \$1,000,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than \$1,000,000.00 bodily injury per occurrence, \$1,000,000.00 property damage or combined single limit of \$1,000,000.00; (iii) professional liability of \$1,000,000.00 limit for claims arising out of professional services caused by contractor's errors, omissions or negligent acts; and (iv) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number (22-54) must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work.

The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

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INVITATION TO BID *Continued*

INSURANCE Continued

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

TIME FRAME OVERLAP

Anytime there is a completion time frame overlap of a prior bid award with a current bid opening and award process, the City reserves the right to take into consideration the existing work not yet completed on the prior award in determining the number of houses a contractor is eligible to be awarded under the newly opened bid based on the 45 day completion time requirement

AWARD

The award(s) will be made and the contract(s) will be awarded by group to the lowest most responsive and responsible bidder who meets all bid requirements and has a history of successfully completing like work.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50-a of the Alabama Code. The bid will be opened but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

PENALTIES

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from the successful bidder.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

CONTRACT AWARD

The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

THIRD-PARTY "REMIT-TO"

If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and General Accounting divisions of the City of Birmingham.

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INVITATION TO BID *Continued*

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements").

These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Vendor must have a purchase order from the City of Birmingham stating the specific address for each structure to be rehabilitated before starting any work under this contract. Any work started by the vendor prior to receipt of a purchase order is at the vendor's own risk and expense. The City will not pay for any work unless a purchase order was issued before the work was initiated.

PRICES

Include all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

- 1.) Purchase Order Number
- 2.) Ship to Department Name and Address
- 3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

City of Birmingham
Community Development Department, Housing Division
710 North 20th Street
10th Floor, City Hall
Birmingham, AL 35203

If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL 35203.

PRE-PAYMENTS

No prepayments of any kind will be made prior to work or list being completed.

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INVITATION TO BID *Continued*

PAYMENT TERMS

The City's standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments.

DELIVERY

Will be to various locations in the City of Birmingham as per specifications attached. Failure to deliver as specified and in accordance with the bid submitted, including promised delivery will constitute sufficient grounds for cancellation of the order at the option of the City.

TAX

The City of Birmingham is exempt from all Federal Tax, and Sales and Use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

SPECIFICATIONS

Use of specific brand names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or other equipment considered best adapted to the City's intended use. All materials are to be new: no used, remanufactured or refurbished materials will be considered acceptable.

Proprietary specifications may be waived for functional equivalents offered. Functional equivalents are subject to the approval of the Community Development Department.

SECTION A

WORK WRITE UP SPECIFICATIONS

The following work write up specifications are for residential rehabilitation roof project(s). Bidder may elect to submit bids for one or all projects. The bid will be awarded by group.

- **All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code © Section 1501 for roof materials, application, installation, etc. and Section 309 for roof and ceiling framing, and all other codes that govern. A building permit is required if there is any wood to be replaced.**
- Areas that are found to be spaced decked shall be covered with ½" exterior grade sheathing material after removing the existing decking. It is the contractors responsibility to ensure the framing and structure will support the additional load.
- Remove existing roofing materials down to bare decking.
- Check all roof trusses/rafters and repair/replace to ensure that new roof structure is flat and smooth without rises or depressions in roof system.
- Replace all rotten, broken, un-even, weak, or deteriorated decking and framing.
- **REPAIR ROTTEN RAFTERS AND RAFTER TAILS AND REPAIR OVERHANG AND FASCIA BOARD WHERE NEEDED. PRIME NEW WOOD.**

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INVITATION TO BID *Continued*

WORK WRITE UP SPECIFICATIONS *Continued*

- Replaced/repaired decking shall be level and ready to accept felt and shingles.
- Check all roof trusses for strength and stability before re-shingling house.
- Remove all unused elements, vents, etc., that are not operational and close them below roof level.
- Re-flash all valleys, vents, roof openings, and chimneys.
- Install new boots around all roof penetrations.
- Haul away debris immediately.
- Use a magnetic sweep around the perimeter of house and rake away any other debris.
- Cover with 30# asphalt impregnated felt.
- Prepare roof decking to accept a ridge vent.
- Re-roof with a 30year dimensional class A fiberglass asphalt shingle. (Owners choice of color) (ANY AREA DEEMED TO NEED ROLL ROOFING MATERIAL WILL BE SELF ADHERING MODIFIED BITUMEN) CAP SHEET AND (BASE SHEET IF NEEDED) INSTALL PROPER METAL DRIP RAIL FOR THIS STYLE ROOFING.
- Shingles must be 1st quality still in the wrapper. Seconds will not be accepted.
- Install drip rail around perimeter of house. Shingles shall have ½" to 1 ½" overhang.
- Install roof over ridge vent with-in 2ft of end of ridge (end to end) or wind turbines, (minimum of two) as appropriate.
- New roof shall be structurally sound and leak free.
- Contractor shall warrant the roof to be completely leak free for one year.
- All work shall meet or exceed the requirements of the ICC Residential Code and the Standard Building Code ©
- Any and all additions or alterations to the specifications listed above will REQUIRE a change order and will not be allowed unless first approved by the Housing Office Rehab Specialist and final approval by the CRG Program Director. If any such work outside these specifications is made without prior authorization it could result in a loss of payment for work performed outside the bid specifications.

SCOPE

Scope of the work shall include all labor, materials, equipment, permits, drawings, (if any) and services necessary for the proper completion of the rehabilitation of the property identified in the WORK WRITE-UP.

CHANGES IN THE WORK

Including substitutions of materials, change in the scope or workmanship required by these specifications, which may be proposed by the Contractor, or found necessary or desirable as the work progresses, shall be in writing with price change given, and shall be approved by the Contractor, Owner, and the Housing Division of the Department of Community Development, City of Birmingham, Alabama, before any work incidental thereto is started.

WORKMANSHIP

Shall be done in accordance with the standards of the several trades known as a "workmanlike manner".

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INVITATION TO BID *Continued*

THE WORK WRITE-UP

Shall take precedence over this Standard Specification and when in conflict, the material, equipment and workmanship called for in the work write-up will be required.

MATERIALS

Shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their delivery to the job.

REPAIRS

Shall be made to all surfaces damaged by the Contractor resulting from this work under this contract at no additional cost to the Owner.

Where "repair of existing work" is called for by the contract, the feature is to be placed in "equal to new condition" either by repair or replacement; all damaged or loose, or rotted parts shall be removed and replaced and the finished work shall match adjacent work in design and dimension.

INSPECTION OF THE WORK

During normal working hours by authorized inspectors shall be facilitated by the Contractor, and the work shall be subject to the inspectors' approval and acceptance.

SUB CONTRACTORS

Shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor, (or bidder acting as General Contractor) if such a one is awarded the contract, from the full responsibility of the Owner for the proper completion of all work to be executed under this agreement, and shall not be released from this responsibility by any sub-contractual agreement he may make with others.

ADJACENT PROPERTY

When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the owner thereof of such hazards.

PERMITS, CODES & REGULATIONS

All equipment, construction, and installation will comply with City, County, State and Federal codes, regulations and standards. This includes, but is not limited to, all Building, Electrical, Gas Plumbing, Mechanical, Southern Building Codes, CABO, ANSI A117 revised, RRP and Lead Reduction Safe Work Practices, and FHA Minimum Property Standards. In the event of conflict or ambiguity, the most stringent of all the aforementioned shall govern. Successful bidder will obtain and pay for all permits and impact fees necessary, notify proper authorities for inspections and furnish any certificates required for the work.

EXAMINATION OF SITE

All bidders are expected to visit the site of the work to ascertain existing conditions. Failure to do so will in no way relieve the successful bidder from the necessity of furnishing all materials and equipment, and performing all work required for completion of the contract.

**CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET
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**MELINDA A. CUNNINGHAM, SENIOR BUYER
CARMEN JONES, MAML, PURCHASING AGENT**

**MARCH 4, 2022
ITB: 22-54**

INVITATION TO BID *Continued*

SAFETY

The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

TIME IS OF THE ESSENCE

Successful bidders shall have up to 45 calendar days based on the cumulative total days bid for all houses awarded from notice to proceed (purchase order) to complete the rehabilitation of the houses covered in the given notice to proceed. Failure to comply with the completion time as stated in the Notice to Proceed (purchase order) will result in assessment of late charges at the rate of \$50.00 for each calendar day over the cumulative total of days for the houses awarded plus any granted extension, for a maximum of 10 calendar days. This amount shall be subtracted from any amount due the contractor by the City for completion of the job. Failure to complete any contract work within the cumulative total of completion days plus any granted extension days, plus up to a maximum of 10 days late penalty time will result in termination of contract, forfeiture of the performance bond and the bidder will be declared a non-responsible bidder and will not be given consideration to receive any future bid awards for a period of twelve (12) months.

It is the City's intent not to award more rehabilitation work to a single contractor than the contractor can complete within a 45-calendar daytime frame. However, should the situation arise that there is an insufficient number of responsive, responsible bids received to accomplish this goal, the City reserves the right to award more work to a single contractor than the 45-day completion time would allow. The extended completion time for any such award would be based on the actual completion time stated on the contractors bid form for the additional houses. This action must be mutually acceptable to the City and the contractor.

PROTECTION DAMAGE

Contractor will be responsible for any damage to property of the City or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality.

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.

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INVITATION TO BID *Continued*

INSTALLATION/QUALITY ASSURANCE

Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.

CLEANING AND SAFETY

Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described throughout this document. At no time shall construction interfere with daily work within the building or cause a safety or code violation around public and private entrances.

All precautions shall be taken to promote the safety of the public and employees. The successful bidder must have verifiable, active, safety policies. Contractor is responsible for all damage to existing City or public property, including but not limited to the building, grounds, and equipment, caused by him, his employees, or sub-contractors, and will replace and make good such damage. Contractor will maintain adequate protection to prevent damage to his work and property of others and take all necessary precautions for the safety of his employees and others. The contractor will comply with all safety laws and regulations in effect in the locality.

THE WARRANTY

The warranty which is Attachment A must be signed and included with the bid.

PRE-EXISTING CONDITIONS

All pre-existing conditions must be clearly documented (including but not limited to, photographs) to establish a clear definition of the work environment prior to commencing with any activities associated with this project. Vendor is responsible for correcting any defacement, damage or aesthetic appearance changes that occur beyond the point from the documentation of pre-existing conditions and any occurrences of damages during their contract.

PROGRESS CLEANING

Retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic and providing the required protection of materials. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction. As necessary, completely remove all scrap, debris and waste material from job site. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology. All areas must be cleaned of dust and debris after each day's work.

SECTION B

DEMOLITION:

All parts to be removed shall be done in a safe, orderly fashion, taking care to avoid damage to parts which are to be left in place. All debris shall be removed from the premises as it is generated.

CARPENTRY:

- a. Framing lumber shall be no less than new #2 yellow pine material unless otherwise specified.
- b. Finish lumber shall be of a species and grade suitable for its intended use, kiln dried, free from tool marks and other objectionable defects.

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INVITATION TO BID *Continued*

ELECTRICAL, PLUMBING AND HEATING:

All equipment and materials shall comply with and be installed in accordance with Birmingham City Codes.

INSTRUCTIONS:

Bidder is to provide a complete price breakdown as shown on the work write up for each project/address included in this bid package. Bidders may bid on one or all projects (addresses) no partial bids will be considered. Bidder is to total the individual prices provided for each project/address and include that amount as the Grand Total for each work write up. The Grand Total amount is to be transferred to the Bid Form that follows the work write up. Bidder must complete and return the fully executed Bid Form Signature Page along with the work write up page(s), Bid Form Page(s) and Attachment

GOVERNING LAW/DISPUTE RESOLUTION

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

NON-DISCRIMINATION POLICY

Vendor (and its employees, agents and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

During the performance of this contract the contractor (Consultant/Vendor) agrees as follows:

(a) Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further municipal contracts.

HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Vendor acknowledges that the City, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women-owned and disadvantaged business enterprises to the maximum extent possible seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs. Vendor agrees to comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Vendor to complete the Work.

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INVITATION TO BID *Continued*

OFFSET FOR OVERDUE FEES, TAXES, ETC.

Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Vendor acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Vendor under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Vendor.

IMMIGRATION LAW COMPLIANCE

(a) Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). (b) Vendor represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Vendor is enrolled in the E-Verify program. During the performance of this Agreement, Vendor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Vendor agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with such subcontractors providing work for Vendor on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Vendor represents and warrants that Vendor shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Vendor knows is not in compliance with the Act. (d) By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

PROHIBITION AGAINST BOYCOTTING

By signing this contract, the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

LAWS, PERMITS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

CONFLICT OF INTEREST

Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

NON-COLLUSION

Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

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INVITATION TO BID *Continued*

PUBLIC DISCLOSURE

Subject to applicable law or regulations, the content of each bidder's proposal shall become public information upon the effective date of any resulting contract.

CONFIDENTIALITY

Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

GENERAL

The City of Birmingham expressly reserves the right to reject any or all bids, or parts of bids, or to re-bid and to make the award or awards as the best interest of The City of Birmingham appears.

GUARANTEE

Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of Community Development Department and The City of Birmingham Finance Purchasing Division and its agent.

Melinda A. Cunningham

Melinda A. Cunningham, Senior Buyer

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BID FORM

GROUP I

CASE #	HOMEOWNER	ADDRESS	BID AMOUNT
FY20-103	Daryl Timmons	901 2 ND ST W Birmingham AL 35204	\$
FY20-104	Joyce Cook	#8 68 th St N Birmingham AL 35206	\$
FY20-105	Vickie Knight	376 Glynn Dr Birmingham AL 35215	\$
FY20-131	Doris Pritchett	6733 Frankfort Ave Birmingham AL 35212	\$
FY20-132	Shirley Ellis	1308 34 th St N Birmingham AL 35234	\$
FY20-135	Alisicya Smith	1830 Huntington Dr Birmingham AL 35214	\$
FY20-137	Cathy Latham	4929 2 nd Ave N Birmingham AL 35206	\$
FY20-138	Delois Bell	713 71 st St S Birmingham AL 35207	\$
FY20-140	Wanza Cargill	3361 31 st St N Birmingham AL 35207	\$
FY20-141	Dorothy Scott	508 53 rd St S Birmingham AL 35212	\$
GROUP I TOTAL			\$

COMPANY NAME _____

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BID FORM

GROUP II

CASE #	HOMEOWNER	ADDRESS	BID AMOUNT
FY20-144	John Struggs	960 47 th PI N Birmingham AL 35212	\$
FY20-153	Willie Bagmon	1580 FL Shuttlesworth Dr Birmingham AL 35234	\$
FY20-163	Sabrena Tate	8229 5 th Ave N Birmingham AL 35206	\$
FY20-166	Mary Andrews Hamlet	3413 20 th St N Birmingham AL 35207	\$
FY20-169	Mildred Carey	3824 43 rd Ave N Birmingham AL 35217	\$
FY20-170	Freddie Banks	3748 2 nd PI W Birmingham AL 35207	\$
FY20-182	Roosevelt Howard	4642 13 th Ave N Birmingham AL 35212	\$
FY20-185	LaTonya Herbert	229 86 th St S Birmingham AL 35206	\$
FY20-193	Theresa Johnson	707 Center Way S Birmingham AL 35205	\$
FY20-194	Burnette Barbour	3716 4 th St W Birmingham AL 35207	\$
GROUP II TOTAL			\$

COMPANY NAME _____

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BID FORM

GROUP III

CASE #	HOMEOWNER	ADDRESS	BID AMOUNT
FY20-118	Bridget Benefield	1404 19 th St Birmingham AL 35218	\$
FY20-120	Corine Nelson	512 3 rd St Birmingham AL 35211	\$
FY20-122	Verlisa Harris	6161 Alice Ave Birmingham AL 35228	\$
FY20-123	Ann Pickett Williams	2728 30 th St Ensley Birmingham AL 35208	\$
FY20-126	Johnnie Osley	5930 Monte Sano Rd Birmingham AL 35228	\$
FY20-128	Lonzie Waites	613 16 th Way SW Birmingham AL 35211	\$
FY20-146	Veronica Hunter	4900 Court R Birmingham AL 35208	\$
FY20-147	Allen Williams	722 13 th St Ensley Birmingham AL 35218	\$
FY20-149	Veraneice Wheeler	3633 Laurel Ave SW Birmingham AL 35221	\$
FY20-156	Latrice N Dudley	513 Whitmore Dr Birmingham AL 35221	\$
GROUP III TOTAL			\$

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BID FORM

GROUP IV

CASE #	HOMEOWNER	ADDRESS	BID AMOUNT
FY20-157	Linda Floyd	108 Bankhead Hwy W Birmingham AL 35204	\$
FY20-175	Peter Brown	112 18 th St SW Birmingham AL 35211	\$
FY20-179	Willie Glass	1705 Center Way S Birmingham AL 35211	\$
FY20-186	Louise Shanklin	1851 Steiner Ave SW Birmingham AL 35211	\$
FY20-187	Evelyn Mardis	812 29 th St SW Birmingham AL 35211	\$
FY20-188	Sandra Bass	1200 15 th Way SW Birmingham AL 35211	\$
FY20-190	Carolyn Lewis	1731 Warrior Rd Birmingham AL 35208	\$
FY20-200	Valinda James	2933 Brookhaven Ave SW Birmingham AL 35211	\$
FY20-205	Marguerite Porter	3169 46 th Ave N Birmingham AL 35207	\$
FY20-207	Douglas Davis	1509 Ave C Birmingham AL 35218	\$
GROUP IV TOTAL			\$

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SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

Bidder acknowledges receipt of _____ addenda
(Addenda numbers)

This page must be returned with bid.

DUNS # _____

Date of Bid

Name (Print legibly or Type)

Company

Title

Street Address

Signature

City State Zip

Tax ID Number

Post Office Box

E-Mail Address

City State Zip

Telephone Number

Terms of Payment

Fax Number

Delivery Date

Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS** _____
2. **PURCHASE ORDER ADDRESS** _____
3. **REMITTANCE ADDRESS (and name if different than above)** _____

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NOTARIZED AFFIDAVIT AND WARRANTY:

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding rehabilitation of houses under the critical repair grant program, and everything contained herein is warranted by the bidder to be true.

DATE

NAME OF COMPANY

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

NOTARY PUBLIC

MY COMMISSION EXPIRES

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CERTIFICATION REGARDING SUSPENSIONS AND OTHER RESPONSIBILITY MATTERS
(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

- (a) ☐ Are ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) ☐ Have ☐ have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) ☐ Are ☐ are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d) ☐ Have ☐ have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENT

All organizations responding to solicitations must provide their nine-digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions which do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1> Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. *The City of Birmingham does not provide DUNS numbers.*

Vendor Authorized Signature

Date

Typed or Printed Name

Bid No.

DUNS Number

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DEBARMENT

BIDDERS ARE NOT ALLOWED TO PLACE CLEARED MATERIAL, MAN-MADE DEBRIS OR JUNK OUT FOR THE PUBLIC WORKS DEPARTMENT TO PICK UP. Bidders are required to provide proof of the number of loads they dumped at an authorized landfill. This proof must be provided along with contractor's invoice for payment.

Any bidder determined to be dumping or disposing of debris in an illegal manner from any demolition or construction site or maintaining any unauthorized solid waste landfill or dump in violation of federal or state law, Alabama Department of Environmental Management Regulations or City of Birmingham Ordinances will be declared a non-responsible and forfeit all rights to any existing city contracts and will not be considered for future awards for thirty-six (36) months from the date of determination.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME

DATE

_____ I am unable to certify to the above statements. My explanation is attached